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13 Attorneys for defendants Consumer Law  
14 Associates, LLC; Jimmy Persels and Neil  
15 Ruther

16 UNITED STATES DISTRICT COURT  
17 EASTERN DISTRICT OF WASHINGTON

18 KENNETH R. BROWN, individually  
19 and on behalf of a Class of similarly  
20 situated Washington residents,

21 Plaintiff,

22 v.

23 CONSUMER LAW ASSOCIATES  
24 LLC, a Maryland Limited Liability  
25 Company; JIMMY B. PERSELS, a  
26 Maryland Attorney; NEIL J. RUTHER,  
a Maryland Attorney; DR OPTIONS  
LLC d/b/a DEBT RELIEF OPTIONS  
LLC, a Texas Limited Liability  
Company; EFA PROCESSING L.P., a  
Texas Limited Partnership and JOHN  
AND JANE DOES 1-20

Defendants.

No. 11-00194-LRS

ANSWER AND DEFENSES TO  
COMPLAINT BY DEFENDANTS  
CONSUMER LAW ASSOCIATES,  
LLC, NEIL RUTHER, AND  
JIMMY PERSELS

[Putative Class Action]

ANSWER AND DEFENSES TO COMPLAINT - 1

1 Defendants Consumer Law Associates, LLC (“CLA”), Neil Ruther  
2 (“Ruther”), and Jimmy Persels (“Persels”) (collectively, “Consumer Law  
3 Defendants”) jointly answer plaintiff’s Complaint as follows:  
4

5 **I. INTRODUCTION**

6 1.1 Consumer Law Defendants deny the allegations in paragraph 1.1 of  
7 the Complaint.  
8

9 1.2 Consumer Law Defendants deny the allegations in paragraph 1.2 of  
10 the Complaint.  
11

12 1.3 Consumer Law Defendants deny the allegations in paragraph 1.3 of  
13 the Complaint.  
14

15 1.4 Consumer Law Defendants deny the allegations in paragraph 1.4 of  
16 the Complaint.  
17

18 1.5 Consumer Law Defendants deny the allegations in paragraph 1.5 of  
19 the Complaint.  
20

21 1.6 Consumer Law Defendants deny the allegations in paragraph 1.6 of  
22 the Complaint, deny Plaintiff or putative class members state a cognizable cause of  
23 action and further deny that this matter is appropriate for proceeding as a class  
24 action.  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 2

## II. PARTIES

2.1 Consumer Law Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2.1 pertaining to Kenneth Brown's current domicile and residence and therefore Consumer Law Defendants deny those allegations. Consumer Law Defendants deny the allegations in sentence two of paragraph 2.1.

2.2 Consumer Law Defendants admit that CLA is a law firm. CLA admits that it is organized as a Maryland limited liability company that maintains an office at 29 W. Susquehanna Avenue, Suite 400, Towson, Maryland. Consumer Law Defendants further admit that CLA provides legal advice and other legal services focused on helping its clients get out of debt. Consumer Law Defendants admit that CLA provides legal services across the United States, including in the State of Washington. Legal services in Washington are provided by CLA attorneys licensed to practice in Washington and, therefore, Consumer Law Defendants deny the allegation. Jimmy Persels and Neil Ruther are not licensed in Washington, in contrast with, for example, CLA attorney Traci Mears. Consumer Law Defendants deny the remaining allegations in paragraph 2.2 of the Complaint.

2.3 Consumer Law Defendants admit that Persels is an attorney who resides in and is licensed to practice in Maryland and that he is not licensed to

1 practice law in Washington. Consumer Law Defendants denies that, at this time,  
2 Persels is involved with the management of CLA, though at certain times in the  
3 past was involved with such management. Consumer Law Defendants deny the  
4 last sentence of paragraph 2.3.  
5

6 2.4 Consumer Law Defendants admit that Ruther is an attorney who  
7 resides and is licensed to practice in Maryland and that he is involved with the  
8 management of CLA. Consumer Law Defendants deny the last sentence of  
9 paragraph 2.4 of the Complaint.  
10  
11

12 2.5 Consumer Law Defendants are without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations in paragraph 2.5 of the  
14 Complaint and therefore Consumer Law Defendants deny those allegations.  
15

16 2.6 Consumer Law Defendants are without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations in paragraph 2.6 of the  
18 Complaint and therefore Consumer Law Defendants deny those allegations.  
19

20 2.7 Consumer Law Defendants are without knowledge or information  
21 sufficient to form a belief as to the truth of the allegations in paragraph 2.7 of the  
22 Complaint and therefore Consumer Law Defendants deny those allegations.  
23

24 /

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ANSWER AND DEFENSES TO COMPLAINT - 4

### 1                                    **III.    JURISDICTION AND VENUE**

2            3.1    Consumer Law Defendants admit that the Complaint, as drafted,  
3  
4 places more than \$5,000,000 in controversy, exclusive of interest, and involves a  
5 putative class composed of an unknown number of members, all of whom are  
6 citizens of a state different from that of Consumer Law Defendants, thereby  
7  
8 creating a basis for subject matter jurisdiction under the Class Action Fairness Act  
9 of 2005. Consumer Law Defendants deny any of its conduct gives rise to any  
10 liability alleged by Plaintiff. Consumer Law Defendants denies that there exist the  
11  
12 requisite bases for certification of a class action.

13           3.2    Consumer Law Defendants deny the allegations in paragraph 3.2 of  
14  
15 the Complaint.

16           3.3    Consumer Law Defendants deny the allegations in paragraph 3.3 of  
17  
18 the Complaint.

### 19                                    **IV.    FACTS**

20           4.1            Consumer Law Defendants are without knowledge or information  
21  
22 sufficient to form a belief as to the truth of the allegations in paragraph 4.1 of the  
23  
24 Complaint and therefore Consumer Law Defendants deny those allegations  
25  
26 because there are many reasons why some Washington families are struggling to  
pay their credit card debts, while other families are able to pay their debts. The

ANSWER AND DEFENSES TO COMPLAINT - 5

1 reasons why some families are struggling and others are not is particular to each  
2 individual family. For example, some families may have experienced the loss of a  
3 job by one or more family members; other families may have experienced a family  
4 member's physical illness or mental illness; some families experience financial  
5 hardship due to a gambling problem, or drug addiction, or are the victim of crime  
6 or an accident or domestic abuse. Some families spend more than is reasonably  
7 prudent. There are many, many reasons, requiring a individualized analysis of  
8 each person's situation.  
9  
10  
11

12 4.2 Consumer Law Defendants are without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations in paragraph 4.2 of the  
14 Complaint and therefore Consumer Law Defendants deny those allegations.  
15

16 4.3 Plaintiff has brought claims under Washington law. Consumer  
17 Law Defendants admit that Washington has enacted a statute addressing debt  
18 services. Consumer Law Defendants deny the remaining allegations in paragraph  
19 4.3 of the Complaint and/or the remaining allegations of the paragraph set forth  
20 opinions on legal conclusions.  
21  
22

23 4.4 Paragraph 4.4 of the Complaint contains legal conclusions to  
24 which no answer is required and, in addition, the DAA is a statutory enactment, the  
25  
26

## ANSWER AND DEFENSES TO COMPLAINT - 6

1 language of which speaks for itself. To the extent an answer is required, Consumer  
2 Law Defendants deny the allegations in paragraph 4.4 of the Complaint.  
3

4 4.5 Paragraph 4.5 of the Complaint contains legal conclusions to  
5 which no answer is required and, in addition, the DAA is a statutory enactment, the  
6 language of which speaks for itself. To the extent an answer is required, Consumer  
7 Law Defendants deny the allegations in paragraph 4.5 of the Complaint.  
8

9 4.6 Paragraph 4.6 of the Complaint contains legal conclusions to  
10 which no answer is required and, in addition, the DAA is a statutory enactment, the  
11 language of which speaks for itself. To the extent an answer is required, Consumer  
12 Law Defendants deny the allegations in paragraph 4.6 of the Complaint.  
13

14 4.7 Paragraph 4.7 of the Complaint contains legal conclusions to  
15 which no answer is required and, in addition, the DAA is a statutory enactment, the  
16 language of which speaks for itself. To the extent an answer is required, Consumer  
17 Law Defendants deny the allegations in paragraph 4.7 of the Complaint.  
18

19 4.8 Paragraph 4.8 of the Complaint contains legal conclusions to  
20 which no answer is required and, in addition, the DAA is a statutory enactment, the  
21 language of which speaks for itself. To the extent an answer is required,  
22 Consumer Law Defendants deny the allegations in paragraph 4.8 of the Complaint.  
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ANSWER AND DEFENSES TO COMPLAINT - 7

1           4.9       Paragraph 4.9 of the Complaint contains legal conclusions to  
2           which no answer is required and, in addition, the DAA is a statutory enactment, the  
3           language of which speaks for itself. To the extent an answer is required, Consumer  
4           Law Defendants deny the allegations in paragraph 4.9 of the Complaint.  
5

6           4.10       Paragraph 4.10 of the Complaint contains legal conclusions to  
7           which no answer is required and, in addition, the DAA is a statutory enactment, the  
8           language of which speaks for itself. To the extent an answer is required, Consumer  
9           Law Defendants deny the allegations in paragraph 4.10 of the Complaint.  
10

11           4.11       Consumer Law Defendants deny the allegations in paragraph 4.11  
12           of the Complaint.  
13

14           4.12       Plaintiff's use of the term "debt adjusting" in paragraph 4.12  
15           appears to be making reference to that term as it is defined in RCW 18.28.010. As  
16           such, Consumer Law Defendants denies the allegations in paragraph 4.12 of the  
17           Complaint insofar as the paragraph makes any allegations as to the Consumer Law  
18           Defendants. As to any of the other named defendants in this case, Consumer Law  
19           Defendants are without knowledge or information sufficient to form a belief as to  
20           the truth of the allegations in paragraph 4.12 of the Complaint and therefore  
21           Consumer Law Defendants deny those allegations.  
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ANSWER AND DEFENSES TO COMPLAINT - 8



1           4.13       Consumer Law Defendants are without knowledge or information  
2 sufficient to form a belief as to the truth of the allegations in paragraph 4.13 of the  
3 Complaint and therefore Consumer Law Defendants deny those allegations.  
4

5           4.14       Consumer Law Defendants are without knowledge or information  
6 sufficient to form a belief as to the truth of the allegations in paragraph 4.14 of the  
7 Complaint and therefore Consumer Law Defendants deny those allegations.  
8

9           4.15       Consumer Law Defendants deny the allegations in paragraph 4.15  
10 of the Complaint.  
11

12           4.16       CLA's assigned attorney to provide legal representation to Plaintiff  
13 is licensed to practice law in Washington and, accordingly, Consumer Law  
14 Defendants deny the allegations in paragraph 4.16 of the Complaint. Consumer  
15 Law Defendants admit that not all of its attorneys are licensed to practice law in  
16 Washington, including Ruther and Persels.  
17

18           4.17       Consumer Law Defendants deny the allegations in paragraph 4.17  
19 of the Complaint.  
20

21           4.18       Consumer Law Defendants admit that Plaintiff is a Washington  
22 resident who engaged CLA to act as his lawyers by signing an agreement forming  
23 an attorney-client relationship with the law firm. Consumer Law Defendants deny  
24 the remaining allegations in paragraph 4.18 of the Complaint.  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 9

1           4.19       Consumer Law Defendants admit the engagement letter  
2 confirming the legal services agreement between Plaintiff and CLA bears Persels'  
3 signature.  
4

5           4.20       With regard to legal services provided to Plaintiff Brown with  
6 whom CLA established an attorney-client relationship (including for the paralegal  
7 and non-legal support services EFA provided in the context of Brown's  
8 engagement of CLA), Consumer Law Defendants denies the allegations in  
9 paragraph 4.20 of the Complaint. To the extent paragraph 4.20 makes general  
10 allegations as to EFA broader than those pertaining to CLA's attorney-client  
11 relationship with Brown, Consumer Law Defendants are without knowledge or  
12 information sufficient to form a belief as to the truth of the allegations in paragraph  
13 4.20 of the Complaint and therefore Consumer Law Defendants deny those  
14 allegations.  
15

16           4.21       Consumer Law Defendants are without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations in paragraph 4.21 of the  
18 Complaint and therefore Consumer Law Defendants deny those allegations.  
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20           4.22       Consumer Law Defendants deny the allegations in paragraph 4.22  
21 of the Complaint.  
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ANSWER AND DEFENSES TO COMPLAINT - 10

1           4.23       Consumer Law Defendants deny the allegations in paragraph 4.23  
2 of the Complaint.  
3

4           4.24       Consumer Law Defendants are without knowledge or information  
5 sufficient to form a belief as to the truth of the allegations in paragraph 4.24 of the  
6 Complaint and therefore Consumer Law Defendants deny those allegations.  
7

8           4.25       Consumer Law Defendants deny the allegations in paragraph 4.25  
9 of the Complaint. The materials referenced in paragraph 4.25 of the Complaint,  
10 “letters” and “an agreement” are not attached to the Complaint and, as such,  
11 Consumer Law Defendants are without knowledge or information sufficient to  
12 form a belief as to the truth of the allegations in paragraph 4.25 of the Complaint  
13 and therefore Consumer Law Defendants deny those allegations. Subject to the  
14 initial inquiry as to whether the materials that Plaintiff’s counsel are reviewing in  
15 drafting the Complaint are authentic, the materials speak for themselves.  
16  
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18           4.26       Consumer Law Defendants admit that CLA, in communicating  
19 with its clients, sends a variety of correspondence. However, the materials  
20 referenced in paragraph 4.26 of the Complaint, “Welcome Package” and a “Client  
21 Retainer Package” are not attached to the Complaint and, as such, Consumer Law  
22 Defendants are without knowledge or information sufficient to form a belief as to  
23 the truth of the allegations in paragraph 4.26 of the Complaint and therefore  
24  
25  
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ANSWER AND DEFENSES TO COMPLAINT - 11

1 Consumer Law Defendants deny those allegations. Subject to the initial inquiry as  
2 to whether the materials that Plaintiff's counsel are reviewing in drafting the  
3 Complaint are authentic, the materials speak for themselves.  
4

5 4.27 Consumer Law Defendants admit that CLA, in communicating  
6 with its clients, sends a variety of correspondence. However, the materials  
7 referenced in paragraph 4.27 of the Complaint, "Welcome Package" is not attached  
8 to the Complaint and, as such, Consumer Law Defendants are without knowledge  
9 or information sufficient to form a belief as to the truth of the allegations in  
10 paragraph 4.27 of the Complaint and therefore Consumer Law Defendants deny  
11 those allegations. Subject to the initial inquiry as to whether the materials that  
12 Plaintiff's counsel are reviewing in drafting the Complaint are authentic, the  
13 materials speak for themselves. The referenced telephone number is a contact  
14 number for clients to contact CLA about legal services. Subject to the initial  
15 inquiry as to whether the materials that Plaintiff's counsel are reviewing in drafting  
16 the Complaint are authentic, the materials speak for themselves.  
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21 4.28 Consumer Law Defendants admit that CLA, in communicating  
22 with its clients, sends a variety of correspondence. However, the materials  
23 referenced in paragraph 4.28 of the Complaint, a "Client Retainer Package" is not  
24 attached to the Complaint and, as such, Consumer Law Defendants are without  
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ANSWER AND DEFENSES TO COMPLAINT - 12

1 knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in paragraph 4.28 of the Complaint and therefore Consumer Law  
3 Defendants deny those allegations. The referenced telephone number is a contact  
4 number for clients to contact CLA to obtain legal services. The referenced  
5 telephone number is a contact number for clients to contact CLA about legal  
6 services. Subject to the initial inquiry as to whether the materials that Plaintiff's  
7 counsel are reviewing in drafting the Complaint are authentic, the materials speak  
8 for themselves.

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11  
12 4.29 Consumer Law Defendants admit that CLA, in communicating  
13 with its clients, sends a variety of correspondence. However, the materials  
14 referenced in paragraph 4.29 of the Complaint, "Welcome Package" and a "Client  
15 Retainer Package" are not attached to the Complaint and, as such, Consumer Law  
16 Defendants are without knowledge or information sufficient to form a belief as to  
17 the truth of the allegations in paragraph 4.29 of the Complaint and therefore  
18 Consumer Law Defendants deny those allegations. The referenced fax number is a  
19 contact number for clients to send faxes to CLA as part of the legal services CLA  
20 provides to its clients. Subject to the initial inquiry as to whether the materials  
21 that Plaintiff's counsel are reviewing in drafting the Complaint are authentic, the  
22 materials speak for themselves.

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ANSWER AND DEFENSES TO COMPLAINT - 13

1           4.30       Consumer Law Defendants admit that CLA, in communicating  
2 with its clients, sends a variety of correspondence. However, the materials  
3 referenced in paragraph 4.30 of the Complaint, “Welcome Package” and a “Client  
4 Retainer Package” are not attached to the Complaint and, as such, Consumer Law  
5 Defendants are without knowledge or information sufficient to form a belief as to  
6 the truth of the allegations in paragraph 4.30 of the Complaint and therefore  
7 Consumer Law Defendants deny those allegations. CLA uses several mailing  
8 addresses in connection with the legal services it provides to Plaintiff, including  
9 the address on Warren Parkway in Frisco, Texas. Subject to the initial inquiry as  
10 to whether the materials that Plaintiff’s counsel are reviewing in drafting the  
11 Complaint are authentic, the materials speak for themselves.  
12  
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15

16           4.31       Consumer Law Defendants admit that CLA, in communicating  
17 with its clients, sends a variety of correspondence. However, the materials  
18 referenced in paragraph 4.31 of the Complaint, “Welcome Package” is not attached  
19 to the Complaint and, as such, Consumer Law Defendants are without knowledge  
20 or information sufficient to form a belief as to the truth of the allegations in  
21 paragraph 4.31 of the Complaint and therefore Consumer Law Defendants deny  
22 those allegations. Subject to the initial inquiry as to whether the materials that  
23  
24  
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26

1 Plaintiff's counsel are reviewing in drafting the Complaint are authentic, the  
2 materials speak for themselves.  
3

4 4.32 Consumer Law Defendants admit that CLA, in communicating  
5 with its clients, sends a variety of correspondence, including letters in which  
6 clients and creditors of clients are requested to contact CLA. Consumer Law  
7 Defendants admit that EFA employees assist CLA in paralegal and other capacities  
8 related to the legal services that CLA attorneys furnish its clients. However, the  
9 materials referenced in paragraph 4.32 of the Complaint, "Standardized letters to  
10 consumers and creditors" are not attached to the Complaint and, as such,  
11 Consumer Law Defendants are without knowledge or information sufficient to  
12 form a belief as to the truth of the allegations in paragraph 4.32 of the Complaint  
13 and therefore Consumer Law Defendants deny those allegations. Subject to the  
14 initial inquiry as to whether the materials that Plaintiff's counsel are reviewing in  
15 drafting the Complaint are authentic, the materials speak for themselves.  
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20 4.33 Plaintiff's use of the term "debt adjusting" in paragraph 4.33  
21 appears to be making reference to that term as it is defined in RCW 18.28.010. As  
22 such, Consumer Law Defendants denies the allegations in paragraph 4.33 of the  
23 Complaint insofar as the paragraph makes any allegations as legal services that it  
24 provided to Plaintiff and to its other clients in Washington. As to the legal services  
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ANSWER AND DEFENSES TO COMPLAINT - 15

1 that CLA provided to Plaintiff and its other clients in Washington, CLA utilized  
2 EFA technology and other resources to assist CLA in the performance and  
3 provision of its legal work. As to any of the other named defendants in this case,  
4 Consumer Law Defendants are without knowledge or information sufficient to  
5 form a belief as to the truth of the allegations in paragraph 4.33 of the Complaint  
6 and therefore Consumer Law Defendants deny those allegations.  
7

8  
9 4.34 Consumer Law Defendants denies the allegations in paragraph  
10 4.34 of the Complaint.  
11

12 4.35 Consumer Law Defendants deny the allegations in paragraph 4.35.

13 4.36 Plaintiff's use of the term "debt adjusting" in paragraph 4.36  
14 appears to be making reference to that term as it is defined in RCW 18.28.010. As  
15 such, Consumer Law Defendants denies the allegations in sentence one of  
16 paragraph 4.36 of the Complaint. Consumer Law Defendants admit that CLA  
17 entered into a contract with Plaintiff for legal services, which included performing  
18 legal services to assist him with resolving and negotiating his unsecured debt,  
19 which included among other services offering Plaintiff the opportunity to advise  
20 him on potential alternatives for addressing his debt, such as bankruptcy, offering  
21 him the opportunity to be provided with legal services to enforce his rights against  
22 creditors who violated the Federal Debt Collection Practices Act, offering the  
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ANSWER AND DEFENSES TO COMPLAINT - 16



1 opportunity to be provided legal counsel with regard to any collection lawsuits  
2 brought against him by creditors on his unsecured debt, including the preparation  
3 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
4 variety of other legal services. By way of further answer, the material referenced  
5 in paragraph 4.36 of the Complaint, “standardized contract” is not attached to the  
6 Complaint and, in addition, purports to set forth a partial quotation. As such,  
7 Consumer Law Defendants are without knowledge or information sufficient to  
8 form a belief as to the truth of the allegations in paragraph 4.36 of the Complaint  
9 and therefore Consumer Law Defendants deny those allegations. Subject to the  
10 initial inquiry as to whether the materials that Plaintiff’s counsel are reviewing in  
11 drafting the Complaint are authentic, the materials speak for themselves.  
12

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16 4.37 Consumer Law Defendants admit that CLA entered into a contract  
17 with Plaintiff for legal services, which included performing legal services to assist  
18 him with resolving and negotiating his unsecured debt, which included among  
19 other services offering Plaintiff the opportunity to advise him on potential  
20 alternatives for addressing his debt, such as bankruptcy, offering him the  
21 opportunity to be provided with legal services to enforce his rights against  
22 creditors who violated the Federal Debt Collection Practices Act, offering the  
23 opportunity to be provided legal counsel with regard to any collection lawsuits  
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ANSWER AND DEFENSES TO COMPLAINT - 17

1 brought against him by creditors on his unsecured debt, including the preparation  
2 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
3 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
4 and entered into a legal services contract with Plaintiff that provided for, among  
5 other matters, the arrangements for fees for CLA's legal services. By way of  
6 further answer, the material referenced in paragraph 4.37 of the Complaint is not  
7 attached to the Complaint and, in addition, purports to set forth a partial quotation.  
8 As such, Consumer Law Defendants are without knowledge or information  
9 sufficient to form a belief as to the truth of the allegations in paragraph 4.37 of the  
10 Complaint and therefore Consumer Law Defendants deny those allegations.  
11 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are  
12 reviewing in drafting the Complaint are authentic, the materials speak for  
13 themselves.

14  
15 4.38 Consumer Law Defendants admit that CLA entered into a contract  
16 with Plaintiff for legal services, which included performing legal services to assist  
17 him with resolving and negotiating his unsecured debt, which included among  
18 other services offering Plaintiff the opportunity to advise him on potential  
19 alternatives for addressing his debt, such as bankruptcy, offering him the  
20 opportunity to be provided with legal services to enforce his rights against  
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ANSWER AND DEFENSES TO COMPLAINT - 18

1 creditors who violated the Federal Debt Collection Practices Act, offering the  
2 opportunity to be provided legal counsel with regard to any collection lawsuits  
3 brought against him by creditors on his unsecured debt, including the preparation  
4 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
5 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
6 and entered into a legal services contract with Plaintiff that provided for, among  
7 other matters, the arrangements for fees for CLA's legal services. By way of  
8 further answer, the material referenced in paragraph 4.38 of the Complaint is not  
9 attached to the Complaint and, in addition, purports to set forth a partial quotation.  
10 As such, Consumer Law Defendants are without knowledge or information  
11 sufficient to form a belief as to the truth of the allegations in paragraph 4.38 of the  
12 Complaint and therefore Consumer Law Defendants deny those allegations.  
13 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are  
14 reviewing in drafting the Complaint are authentic, the materials speak for  
15 themselves.

16 4.39 Consumer Law Defendants admit that CLA entered into a contract  
17 with Plaintiff for legal services, which included performing legal services to assist  
18 him with resolving and negotiating his unsecured debt, which included among  
19 other services offering Plaintiff the opportunity to advise him on potential  
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ANSWER AND DEFENSES TO COMPLAINT - 19

1 alternatives for addressing his debt, such as bankruptcy, offering him the  
2 opportunity to be provided with legal services to enforce his rights against  
3 creditors who violated the Federal Debt Collection Practices Act, offering the  
4 opportunity to be provided legal counsel with regard to any collection lawsuits  
5 brought against him by creditors on his unsecured debt, including the preparation  
6 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
7 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
8 and entered into a legal services contract with Plaintiff that provided for, among  
9 other matters, the arrangements for fees for CLA's legal services. By way of  
10 further answer, the material referenced in paragraph 4.39 of the Complaint is not  
11 attached to the Complaint and, in addition, purports to set forth a partial quotation.  
12 As such, Consumer Law Defendants are without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations in paragraph 4.39 of the  
14 Complaint and therefore Consumer Law Defendants deny those allegations.  
15 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are  
16 reviewing in drafting the Complaint are authentic, the materials speak for  
17 themselves.  
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24       4.40       Consumer Law Defendants admit that CLA entered into a contract  
25 with Plaintiff for legal services, which included performing legal services to assist  
26

ANSWER AND DEFENSES TO COMPLAINT - 20

1 him with resolving and negotiating his unsecured debt, which included among  
2 other services offering Plaintiff the opportunity to advise him on potential  
3 alternatives for addressing his debt, such as bankruptcy, offering him the  
4 opportunity to be provided with legal services to enforce his rights against  
5 creditors who violated the Federal Debt Collection Practices Act, offering the  
6 opportunity to be provided legal counsel with regard to any collection lawsuits  
7 brought against him by creditors on his unsecured debt, including the preparation  
8 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
9 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
10 and entered into a legal services contract with Plaintiff that provided for, among  
11 other matters, the arrangements for fees for CLA's legal services. By way of  
12 further answer, the material referenced in paragraph 4.40 of the Complaint is not  
13 attached to the Complaint and, in addition, purports to set forth a partial quotation.  
14 As such, Consumer Law Defendants are without knowledge or information  
15 sufficient to form a belief as to the truth of the allegations in paragraph 4.40 of the  
16 Complaint and therefore Consumer Law Defendants deny those allegations.  
17 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are  
18 reviewing in drafting the Complaint are authentic, the materials speak for  
19 themselves.  
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ANSWER AND DEFENSES TO COMPLAINT - 21

1           4.41       Consumer Law Defendants admit that CLA entered into a contract  
2 with Plaintiff for legal services, which included performing legal services to assist  
3 him with resolving and negotiating his unsecured debt, which included among  
4 other services offering Plaintiff the opportunity to advise him on potential  
5 alternatives for addressing his debt, such as bankruptcy, offering him the  
6 opportunity to be provided with legal services to enforce his rights against  
7 creditors who violated the Federal Debt Collection Practices Act, offering the  
8 opportunity to be provided legal counsel with regard to any collection lawsuits  
9 brought against him by creditors on his unsecured debt, including the preparation  
10 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
11 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
12 and entered into a legal services contract with Plaintiff that provided for, among  
13 other matters, the arrangements for fees for CLA's legal services. By way of  
14 further answer, the material referenced in paragraph 4.41 of the Complaint is not  
15 attached to the Complaint and, in addition, purports to set forth a partial quotation.  
16 As such, Consumer Law Defendants are without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations in paragraph 4.41 of the  
18 Complaint and therefore Consumer Law Defendants deny those allegations.  
19 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are  
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ANSWER AND DEFENSES TO COMPLAINT - 22

1 reviewing in drafting the Complaint are authentic, the materials speak for  
2 themselves.

3  
4 4.42 Consumer Law Defendants deny the allegations in paragraph 4.42  
5 of the Complaint.

6 4.43 Consumer Law Defendants admit that CLA entered into a contract  
7  
8 with Plaintiff for legal services, which included performing legal services to assist  
9 him with resolving and negotiating his unsecured debt, which included among  
10 other services offering Plaintiff the opportunity to advise him on potential  
11 alternatives for addressing his debt, such as bankruptcy, offering him the  
12 opportunity to be provided with legal services to enforce his rights against  
13 creditors who violated the Federal Debt Collection Practices Act, offering the  
14 opportunity to be provided legal counsel with regard to any collection lawsuits  
15 brought against him by creditors on his unsecured debt, including the preparation  
16 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
17 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
18 and entered into a legal services contract with Plaintiff that provided for, among  
19 other matters, the arrangements for fees for CLA's legal services. By way of  
20 further answer, the material referenced in paragraph 4.43 of the Complaint is not  
21 attached to the Complaint and, in addition, purports to paraphrase a portion of a  
22  
23  
24  
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26

ANSWER AND DEFENSES TO COMPLAINT - 23

1 document. As such, Consumer Law Defendants are without knowledge or  
2 information sufficient to form a belief as to the truth of the allegations in paragraph  
3 4.43 of the Complaint and therefore Consumer Law Defendants deny those  
4 allegations. Subject to the initial inquiry as to whether the materials that Plaintiff's  
5 counsel are reviewing in drafting the Complaint are authentic, the materials speak  
6 for themselves.  
7

8  
9 4.44 Consumer Law Defendants admit that CLA entered into a contract  
10 with Plaintiff for legal services, which included performing legal services to assist  
11 him with resolving and negotiating his unsecured debt, which included among  
12 other services offering Plaintiff the opportunity to advise him on potential  
13 alternatives for addressing his debt, such as bankruptcy, offering him the  
14 opportunity to be provided with legal services to enforce his rights against  
15 creditors who violated the Federal Debt Collection Practices Act, offering the  
16 opportunity to be provided legal counsel with regard to any collection lawsuits  
17 brought against him by creditors on his unsecured debt, including the preparation  
18 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a  
19 variety of other legal services. CLA provided unbundled legal services to Plaintiff  
20 and entered into a legal services contract with Plaintiff that provided for, among  
21 other matters, the arrangements for fees for CLA's legal services. By way of  
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ANSWER AND DEFENSES TO COMPLAINT - 24



1 further answer, the material referenced in paragraph 4.44 of the Complaint is not  
2 attached to the Complaint and, in addition, purports to set forth a partial quotation.  
3  
4 As such, Consumer Law Defendants are without knowledge or information  
5 sufficient to form a belief as to the truth of the allegations in paragraph 4.44 of the  
6 Complaint and therefore Consumer Law Defendants deny those allegations.  
7  
8 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are  
9 reviewing in drafting the Complaint are authentic, the materials speak for  
10 themselves.  
11

12 4.45 Consumer Law Defendants deny the allegations in paragraph 4.45  
13 of the Complaint.

14 4.46 Consumer Law Defendants deny paragraph 4.46 of the Complaint.  
15  
16 CLA entered into a contract with Plaintiff for legal services, which included  
17 performing legal services to assist him with resolving and negotiating his  
18 unsecured debt, which included among other services offering Plaintiff the  
19 opportunity to advise him on potential alternatives for addressing his debt, such as  
20 bankruptcy, offering him the opportunity to be provided with legal services to  
21 enforce his rights against creditors who violated the Federal Debt Collection  
22 Practices Act, offering the opportunity to be provided legal counsel with regard to  
23 any collection lawsuits brought against him by creditors on his unsecured debt,  
24  
25  
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ANSWER AND DEFENSES TO COMPLAINT - 25

1 including the preparation of pleadings and papers to assist Plaintiff to defend  
2 against such lawsuits, and a variety of other legal services. CLA provided  
3 unbundled legal services to Plaintiff and entered into a legal services contract with  
4 Plaintiff that provided for, among other matters, the arrangements for fees for  
5 CLA's legal services. By way of further answer, the material referenced in  
6 paragraph 4.46 of the Complaint is not attached to the Complaint. As such,  
7 Consumer Law Defendants are without knowledge or information sufficient to  
8 form a belief as to the truth of the allegations in paragraph 4.46 of the Complaint  
9 and therefore Consumer Law Defendants deny those allegations. Subject to the  
10 initial inquiry as to whether the materials that Plaintiff's counsel are reviewing in  
11 drafting the Complaint are authentic, the materials speak for themselves.  
12

13  
14  
15  
16 4.47 Consumer Law Defendants deny the allegations in paragraph 4.47  
17 of the Complaint. CLA entered into a contract with Plaintiff for legal services,  
18 which included performing legal services to assist him with resolving and  
19 negotiating his unsecured debt, which included among other services offering  
20 Plaintiff the opportunity to advise him on potential alternatives for addressing his  
21 debt, such as bankruptcy, offering him the opportunity to be provided with legal  
22 services to enforce his rights against creditors who violated the Federal Debt  
23 Collection Practices Act, offering the opportunity to be provided legal counsel with  
24  
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26

ANSWER AND DEFENSES TO COMPLAINT - 26

1 regard to any collection lawsuits brought against him by creditors on his unsecured  
2 debt, including the preparation of pleadings and papers to assist Plaintiff to defend  
3 against such lawsuits, and a variety of other legal services. CLA provided  
4 unbundled legal services to Plaintiff and entered into a legal services contract with  
5 Plaintiff that provided for, among other matters, the arrangements for fees for  
6 CLA's legal services. By way of further answer, the material referenced in  
7 paragraph 4.47 of the Complaint is not attached to the Complaint and, in addition,  
8 purports to paraphrase its contents. As such, Consumer Law Defendants are  
9 without knowledge or information sufficient to form a belief as to the truth of the  
10 allegations in paragraph 4.47 of the Complaint and therefore Consumer Law  
11 Defendants deny those allegations. Subject to the initial inquiry as to whether the  
12 materials that Plaintiff's counsel are reviewing in drafting the Complaint are  
13 authentic, the materials speak for themselves.

14  
15 4.48 Consumer Law Defendants deny the allegations in paragraph 4.48  
16 of the Complaint. CLA entered into a contract with Plaintiff for legal services,  
17 which included performing legal services to assist him with resolving and  
18 negotiating his unsecured debt, which included among other services offering  
19 Plaintiff the opportunity to advise him on potential alternatives for addressing his  
20 debt, such as bankruptcy, offering him the opportunity to be provided with legal  
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ANSWER AND DEFENSES TO COMPLAINT - 27

1 services to enforce his rights against creditors who violated the Federal Debt  
2 Collection Practices Act, offering the opportunity to be provided legal counsel with  
3 regard to any collection lawsuits brought against him by creditors on his unsecured  
4 debt, including the preparation of pleadings and papers to assist Plaintiff to defend  
5 against such lawsuits, and a variety of other legal services. CLA provided  
6 unbundled legal services to Plaintiff and entered into a legal services contract with  
7 Plaintiff that provided for, among other matters, the arrangements for fees for  
8 CLA's legal services. By way of further answer, the material referenced in  
9 paragraph 4.48 of the Complaint is not attached to the Complaint and, in addition,  
10 purports to paraphrase its contents. As such, Consumer Law Defendants are  
11 without knowledge or information sufficient to form a belief as to the truth of the  
12 allegations in paragraph 4.48 of the Complaint and therefore Consumer Law  
13 Defendants deny those allegations. Subject to the initial inquiry as to whether the  
14 materials that Plaintiff's counsel are reviewing in drafting the Complaint are  
15 authentic, the materials speak for themselves.

21           4.49       Consumer Law Defendants deny the allegations of paragraph 4.49.  
22  
23 As stated above, Plaintiff entered into a legal services contract with CLA and, to  
24 this end, CLA and Plaintiff agreed on a fee schedule for the services that were to  
25 be provided by CLA, including an initial consultation fee, a retainer fee, and a  
26

ANSWER AND DEFENSES TO COMPLAINT - 28

1 monthly service fee. The payments Plaintiff made to CLA also included monthly  
2 savings payments there were deposited into CLA's legal client trust account to  
3 aggregate over time a sufficient amount of funds to allow CLA to undertake on  
4 Plaintiff's behalf negotiations to settle Plaintiff's unsecured debt. Consumer Law  
5 defendants deny that "Defendants charged Plaintiff Brown" the charges set out in  
6 paragraph 4.49.  
7

8  
9 4.50 Consumer Law Defendants deny the allegations of paragraph 4.50.  
10 As stated above, Plaintiff entered into a legal services contract with CLA and, to  
11 this end, CLA and Plaintiff agreed on a fee schedule for the services that were to  
12 be provided by CLA, including an initial consultation fee, a retainer fee, and a  
13 monthly service fee. The payments Plaintiff made to CLA also included monthly  
14 savings payments there were deposited into CLA's legal client trust account to  
15 aggregate over time a sufficient amount of funds to allow CLA to undertake on  
16 Plaintiff's behalf negotiations to settle Plaintiff's unsecured debt. Consumer Law  
17 defendants deny that "Defendants charged Plaintiff Brown" the charges set out in  
18 paragraph 4.50.  
19

20  
21 4.51 Consumer Law Defendants deny the allegations of paragraph 4.51.  
22 As stated above, Plaintiff entered into a legal services contract with CLA and, to  
23 this end, CLA and Plaintiff agreed on a fee schedule for the services that were to  
24  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 29

1 be provided by CLA, including an initial consultation fee, a retainer fee, and a  
2 monthly service fee. The payments Plaintiff made to CLA also included monthly  
3 savings payments there were deposited into CLA's legal client trust account to  
4 aggregate over time a sufficient amount of funds to allow CLA to undertake on  
5 Plaintiff's behalf negotiations to settle Plaintiff's unsecured debt. Plaintiff sent  
6 CLA payments in the amount of \$14,463. Consumer Law Defendants deny that  
7 Plaintiff sent that amount to "Defendants". Consumer Law Defendants deny  
8 sentences two and three of paragraph 4.51.

11  
12 4.52 Consumer Law Defendants deny the allegations in paragraph 4.52  
13 of the Complaint.

14 4.53 Consumer Law Defendants deny the allegations in paragraph 4.53  
15 of the Complaint.

16 4.54 Consumer Law Defendants deny the allegations in paragraph 4.54  
17 of the Complaint.

18 4.55 Consumer Law Defendants deny the allegations in paragraph 4.55  
19 of the Complaint.

20 4.56 Consumer Law Defendants deny the allegations in paragraph 4.56  
21 of the Complaint. CLA paid EFA and DRO for the administrative and support  
22 services EFA and DRO provided to CLA; the payments were not "fee splitting".  
23  
24  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 30

1           4.57       Consumer Law Defendants deny the allegations in paragraph 4.57  
2 of the Complaint.

3  
4           4.58       Consumer Law Defendants deny the allegations in paragraph 4.58  
5 of the Complaint.

6           4.59       Consumer Law Defendants deny the allegations in paragraph 4.59  
7 of the Complaint.

8  
9           4.60       Consumer Law Defendants deny the allegations in paragraph 4.60  
10 of the Complaint.

11  
12          4.61       Consumer Law Defendants deny the allegations in paragraph 4.61  
13 of the Complaint.

14          4.62       Consumer Law Defendants deny the allegations in paragraph 4.62  
15 of the Complaint.

16  
17          4.63       Consumer Law Defendants deny the allegations in paragraph 4.63  
18 of the Complaint.

19  
20          4.64       CLA assigned Traci Mears, an attorney licensed in Washington, to  
21 provide him with legal services and therefore Consumer Law Defendants denies  
22 the allegations in paragraph 4.64 of the Complaint. Consumer Law Defendants  
23 admit that Ruther and Persels are not licensed to practice law in Washington.  
24  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 31

4.66 Consumer Law Defendants deny the allegations in paragraph 4.66 of the Complaint.

4.67 Consumer Law Defendants deny the allegations in paragraph 4.67 of the Complaint.

## V. CLAIMS

**A. Violations of Washington’s Consumer Protection Act.**

5.1 Consumer Law Defendants reallege their responses in previous paragraphs as if fully set forth herein.

5.2 Consumer Law Defendants deny the allegations in paragraph 5.2 of the Complaint.

5.3 Consumer Law Defendants deny the allegations in paragraph 5.3 of the Complaint.

5.4 Consumer Law Defendants deny the allegations in the first sentence of paragraph 5.4 of the Complaint. In answering the second sentence of paragraph 5.4, CLA entered into a contract with Plaintiff for legal services, which included performing legal services to assist him with resolving and negotiating his unsecured debt, which included among other services offering Plaintiff the



1 opportunity to advise him on potential alternatives for addressing his debt, such as  
2 bankruptcy, offering him the opportunity to be provided with legal services to  
3 enforce his rights against creditors who violated the Federal Debt Collection  
4 Practices Act, offering the opportunity to be provided legal counsel with regard to  
5 any collection lawsuits brought against him by creditors on his unsecured debt,  
6 including the preparation of pleadings and papers to assist Plaintiff to defend  
7 against such lawsuits, and a variety of other legal services. CLA provided  
8 unbundled legal services to Plaintiff and entered into a legal services contract with  
9 Plaintiff that provided for, among other matters, the arrangements for fees for  
10 CLA's legal services. CLA entered into contracts with other Washington residents  
11 for legal services. Consumer Law Defendants are without knowledge or  
12 information sufficient to form a belief as to the truth of the allegations in sentences  
13 three and four regarding EFA and DRO. Consumer Law Defendants denies the  
14 allegations in the last sentence of paragraph 5.4.

15  
16  
17  
18  
19  
20 5.5 Consumer Law Defendants deny the allegations in paragraph 5.5  
21 of the Complaint.

22  
23 5.6 Consumer Law Defendants deny the allegations in paragraph 5.6  
24 of the Complaint.

25  
26  
ANSWER AND DEFENSES TO COMPLAINT - 33

1 **B. Common Law Aiding and Abetting.**

2 5.7 Consumer Law Defendants reallege their responses in previous  
3 paragraphs as if fully set forth herein.  
4

5 5.8 Consumer Law Defendants deny the allegations in paragraph 5.8  
6 of the Complaint.  
7

8 5.9 Consumer Law Defendants deny the allegations in paragraph 5.9  
9 of the Complaint.

10 5.10 Consumer Law Defendants deny the allegations in paragraph 5.10  
11 of the Complaint.  
12

13 **C. Breach of Fiduciary Duties.**

14 5.11 Consumer Law Defendants reallege their responses in previous  
15 paragraphs as if fully set forth herein.  
16

17 5.12 Consumer Law Defendants deny the allegations in paragraph 5.12  
18 of the Complaint.  
19

20 5.13 Consumer Law Defendants deny the allegations in paragraph 5.13  
21 of the Complaint.  
22

23 **D. Injunctive Relief.**

24 5.14 Consumer Law Defendants deny the allegations in paragraph 5.14  
25 of the Complaint.  
26

1           5.15       Consumer Law Defendants deny the allegations in paragraph 5.15  
2 of the Complaint.

3  
4           5.16       Consumer Law Defendants deny the allegations in paragraph 5.16  
5 of the Complaint.

6           5.17       Consumer Law Defendants deny the allegations in paragraph 5.17  
7 of the Complaint.

8  
9           5.18       Consumer Law Defendants deny the allegations in paragraph 5.18  
10 of the Complaint.

11  
12          5.19       Consumer Law Defendants deny the allegations in paragraph 5.19  
13 of the Complaint.

14 **E.    Class Certification.**

15  
16          5.20       Consumer Law Defendants deny the allegations in paragraph 5.20  
17 of the Complaint.

18          5.21       Consumer Law Defendants deny the allegations in paragraph 5.21  
19 of the Complaint; Consumer Law Defendants deny the appropriateness of bringing  
20 this lawsuit as a class action.

21  
22          5.22       Consumer Law Defendants deny the allegations in paragraph 5.22  
23 of the Complaint.

1           5.23       Consumer Law Defendants deny the allegations in paragraph 5.23  
2 of the Complaint.

3  
4           5.24       Consumer Law Defendants deny the allegations in paragraph 5.24  
5 of the Complaint.

6           5.25       Consumer Law Defendants deny the allegations in paragraph 5.25  
7 of the Complaint.

8  
9           5.26       Consumer Law Defendants deny the allegations in paragraph 5.26  
10 of the Complaint.

11  
12          5.27       Consumer Law Defendants deny the allegations in paragraph 5.27  
13 of the Complaint.

14          5.28       Consumer Law Defendants deny the allegations in paragraph 5.28  
15 of the Complaint.

16  
17          Any allegation in the Complaint that is not specifically addressed by the  
18 foregoing responses of Consumer Law Defendants is denied. By way of further  
19 answer and as affirmative defenses, Consumer Law Defendants further responds:

20  
21                   **DEFENSES AND AFFIRMATIVE DEFENSES**

22          1.       The claims asserted by Plaintiff and alleged putative class members  
23 fail, in whole or in part, to state a claim upon which relief can be granted.  
24  
25  
26

1           2.     The claims asserted by Plaintiff and alleged putative class members  
2 are barred, in whole or in part, by the applicable statute of limitations.  
3

4           3.     The claims asserted by Plaintiff and alleged putative class members  
5 are barred, in whole or in part, by the doctrine of laches.  
6

7           4.     The claims asserted by Plaintiff and alleged putative class members  
8 are barred, in whole or in part, by the doctrines of waiver and estoppel.  
9

10          5.     The relief sought by Plaintiff and alleged putative class members is  
11 barred by the provisions of the relevant retainer agreements with CLA for legal  
12 services in connection with debt-related issues.

13          6.     The claims of Plaintiff and alleged putative class members are barred  
14 by the accord and satisfaction doctrine.  
15

16          7.     The claims of Plaintiff and alleged putative class members are barred  
17 by settlement and release.  
18

19          8.     This action may not be maintained as a class action because, among  
20 other things, (a) individual issues of law or fact predominate over any common  
21 questions; (b) a class action is not an appropriate or superior method for the fair  
22 and efficient adjudication of the controversy; (c) Plaintiff will not fairly and  
23 adequately protect the interests of the purported class; and (d) the claims or  
24  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 37

1 defenses of Plaintiff are not common and are not typical of the claims or defenses  
2 of the putative class.  
3

4 9. Any adjudication of Plaintiff's claims and those of alleged putative  
5 class members through purported "generalized class-wide proof" would violate  
6 Consumer Law Defendants' rights to due process and trial by jury under the United  
7 States Constitution and the analogous provisions of the Washington Constitution.  
8

9 10. The claims of Plaintiff and alleged putative class members are or may  
10 be barred because they engaged in spoliation by disposing of relevant documents  
11 prior to or after having become aware of this action.  
12

13 11. The claims of Plaintiff and alleged putative class members are barred,  
14 in whole or in part, because Plaintiff and/or some of the alleged putative class  
15 members voluntarily consented, expressly and/or impliedly, to any acts or conduct  
16 by Consumer Law Defendants as may be shown.  
17

18 12. The claims of Plaintiff and alleged putative class members are barred,  
19 in whole or in part, by ratification.  
20

21 13. The claims of Plaintiff and alleged putative class members are barred,  
22 in whole or in part, because they were cognizant and aware of all of the facts,  
23 circumstances, and conditions existing, and they consented to, permitted,  
24  
25  
26

ANSWER AND DEFENSES TO COMPLAINT - 38

1 acquiesced to, actively encouraged, and/or voluntarily assumed the risks therefrom  
2 and attendant thereto.

3  
4 14. Any alleged damages were the result of acts or omissions on the part  
5 of Plaintiff and alleged putative class members themselves or third parties, for  
6 which acts or omissions Consumer Law Defendants are not responsible.

7  
8 15. Consumer Law Defendants Persels and Ruther are not subject to the  
9 personal jurisdiction of this Court.

10 16. Consumer Law Defendants are exempt from application of  
11 Washington's Debt Adjusting Statute.

12  
13 17. To the extent that Plaintiff and alleged putative class members have  
14 sustained any legally cognizable damages as a result of the matters alleged in the  
15 Complaint, which Consumer Law Defendants specifically deny, Plaintiff and  
16 alleged putative class members have failed to mitigate those damages.

17  
18 18. Consumer Law Defendants deny that Plaintiff and alleged putative  
19 class members suffered any losses or damages, and in any event, any losses or  
20 damages sustained by Plaintiff and alleged putative class members are *de minimis*,  
21 remote, speculative, and/or transient and thus are not cognizable at law.  
22  
23  
24  
25  
26





CERTIFICATE OF SERVICE

I hereby certify that on May 23, 2011, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following participants:

- **Steven Joseph Dixon**  
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